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RECORDATION NO. 17847-I FILED

JUL 14 '03

4-43 PM

SURFACE TRANSPORTATION BOARD

FAX: (312) 269-1747
BHEACOCK@NGELAW.COM

BONNIE E. HEACOCK
PARALEGAL
(312) 269-5258

July 10, 2003

VIA FEDERAL EXPRESS

Surface Transportation Board
Documents for Recordation
1925 K Street, N.W. #700
Washington, DC 20423

Re: Union Tank Car Company
Lease Supplement No. 2 (L-10B)
(UTC Trust No. 1992-A)



Dear Sir or Madam:

Enclosed are four certified copies of the document described below which is to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This secondary document is dated as of January 2, 2001 and is described as follows:

Lease Supplement No. 2 (L-10B) (UTC Trust No. 1992-A) dated as of January 2, 2001 between State Street Bank and Trust Company of Connecticut, N.A. (as successor to the Connecticut National Bank), Lessor and Union Tank Car Company, Lessee.

The primary document to which this is connected is recorded under Recordation No. 17847.

The names and addresses of the parties to the documents are as follows:

Lessor:	State Street Bank and Trust Company Goodwin Square 225 Asylum Street, 23 rd Floor Hartford, CT 06103 Attn: Corporate Trust Administration
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NEAL, GERBER & EISENBERG LLP

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Company: Union Tank Car Company
225 West Washington Street
Chicago, IL 60606

The Equipment involved in this transaction is more fully described on Schedule A attached to this letter and made a part hereof.

A short summary of the document to appear in the Index follows:

Lease Supplement No. 2 (L-10B) (UTC Trust No. 1992-A) dated as of January 2, 2001 between State Street Bank and Trust Company of Connecticut, N.A. (as successor to the Connecticut National Bank), Lessor and Union Tank Car Company, Lessee.

The purpose of the Lease Supplement No. 2 is to document the removal of four (4) railroad cars ("Equipment") which have suffered event(s) of loss from the list of Equipment and to add four (4) railroad cars which are being substituted therefor.

Please file the enclosed document as a supplement to the filing referred to above and return three of the certified copies of the document, stamped to show the filing, to me at the address given herein. Also enclosed is a check payable in the amount of \$30.00 for the filing fee.

Should you have any questions regarding the enclosure, please call me at (312) 269-5258.

Sincerely,



Bonnie E. Heacock
Paralegal

Enclosures

cc: Patrick J. Allen, Esq. - The Marmon Group, Inc. (w/enc.)

LEASE SUPPLEMENT NO. 2 (L-10B) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
11/91	22	UTLX	910450	T929	105J400W	4G
12/91	22	UTLX	910452	T929	105J400W	4G
12/91	22	UTLX	910459	T929	105J400W	4G
2/92	22	UTLX	910504	T929	105J400W	4G

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
8/96	22	UTLX	910809	T929	105J400W	4G
8/96	22	UTLX	910810	T929	105J400W	4G
8/96	22	UTLX	910811	T929	105J400W	4G
8/96	22	UTLX	910812	T929	105J400W	4G

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

SURFACE TRANSPORTATION BOARD

CERTIFICATE

The undersigned, Bonnie E. Heacock, a Notary Public is and for said County and State, hereby states that she has compared the attached copy of Lease Supplement No. 2 (L-10B) dated as of January 2, 2001, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this 10th day of July, 2003.



Bonnie E. Heacock
Notary Public

LEASE SUPPLEMENT NO. 2 (L-10B)
(UTC Trust No. 1992-A)

Dated as of January 2, 2001

between

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A.
(as successor to the Connecticut National Bank),
Lessor

and

UNION TANK CAR COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE BANK OF NEW YORK (AS SUCCESSOR TO NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION), NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Surface Transportation Board on
_____, _____, at ____ : ____ [a.m.] [p.m.],
Recordation Number _____, and deposited in the
office of the Registrar General of Canada on
_____, _____, at ____ : ____ [a.m.] [p.m.]

LEASE SUPPLEMENT NO. 2 (L-10B)
(UTC Trust No. 1992-A)

This Lease Supplement No. 2 (L-10B) (UTC Trust No. 1992-A) dated as of January 2, 2001 (this "Lease Supplement") between State Street Bank and Trust Company of Connecticut, N.A., as successor to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and Union Tank Car Company, a Delaware corporation (the "Lessee");

W I T N E S S E I H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-10B) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Replacement Unit set forth on Lease Supplement No. 2 (L-10B) Schedule A hereto ("Schedule A") and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Replacement Unit listed on Schedule A.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Unit set forth on Schedule A as of the date hereof.

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 2 (UTC Trust No. 1992-A) (L-10B) by Owner Trustee and Indenture Trustee releasing the Unit from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which suffered an Event of Loss and which are set forth on Schedule A as of the date hereof.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Schedule A.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

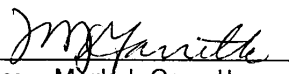
LESSOR:

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT, N.A.,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: Mark A. Forgetta
Title: Authorized Signatory

LESSEE:

UNION TANK CAR COMPANY

By: 
Name: Mark J. Garrette
Title: Vice President

STATE OF Connecticut)
COUNTY OF Hartford) SS

On this 27 day of June, 2003 before me personally appeared Mark A. Forgetta, to me personally known, who being by me duly sworn, says that he is the Authorized Signatory of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P. McNally
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 2005

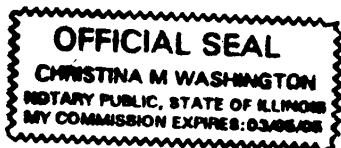
STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 30th day of June, 2003, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, says that he is the Vice President of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Christina M. Washington
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/5/2005



LEASE SUPPLEMENT NO. 2 (L-10B) SCHEDULE A

Unit(s) Suffering an Event of Loss

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